

**THE GREAT RACE 2006
OVERNIGHT CITY HOST AGREEMENT**



This agreement is between RALLY PARTNERS, INC., a Nevada Corporation (hereinafter "RPI GREAT RACE"), and CITY OF WICHITA, KANSAS (hereinafter "COW") in regard to "COW" sponsoring an Overnight promotion of The Great Race 2006 (hereinafter "TGR") and related festivities in Wichita, Kansas on June 30, 2006.

A. "RPI GREAT RACE" and "COW" Agree to the Following:

1. The name of the event is The Great Race 2006. Tentatively the official start City is Philadelphia, Pennsylvania, and the official finish city is San Rafael, California. "COW" further agrees this wording and corresponding logos as provided and/or approved by "RPI GREAT RACE" will be used by "COW" in promoting and advertising the event. "RPI GREAT RACE" reserves the right to incorporate the name of a title sponsor into the event name. "COW" agrees to use the revised event name at the request of "RPI GREAT RACE".
2. Any duplication of the event logo and the name of the event must be approved by "RPI GREAT RACE" in writing prior to use.
3. This Agreement is not assignable by either of the parties hereto without the prior written consent of the other party.

B. "COW" AGREES TO:

1. Submit all media and promotional materials to "RPI GREAT RACE" pertaining to "TGR" for approval in writing prior to use.
2. Local event sponsorship and signage will not include alcohol, tobacco and/or sponsors which conflict with "TGR" sponsors. "COW" will secure approval in writing from "RPI GREAT RACE" for host event sponsorship and signage. Pouring rights which are not advertised or recognized as a sponsor are allowed and do not violate this provision.
3. Secure approval of local sponsors in writing by "RPI GREAT RACE" prior to their signing.
4. Event venue must be approved by "RPI GREAT RACE."
5. ~~Pay "RPI GREAT RACE" a partnership fee of \$5,000, which will allow "COW" to compete for the Great American City Award. A Full Page Ad in our Program is included with this fee.~~

gmt

6. If a city decides to not compete in the Great American City Award, then a minimum fee of \$1500 will be paid to RPI for a Full Page 4-color Ad in our souvenir program as well as provide a Full page color ad in "COW's" local paper prior to the race. *gmt*
7. Obtain written approval from "RPI GREAT RACE" for all planned festivities which relate to "TGR" and its participants. Said approval will not be withheld in an unreasonable or untimely manner.
8. Promote "TGR" as the major attraction of any and all scheduled festivities on June 30, 2006.
9. Provide the event venue, the equivalent of four city blocks on a secured, hard surface area. Provide necessary street closures; process and pay any relevant street or city permits; and provide traffic control for the designated Overnight location and event venue on the evening of June 30, 2006. Traffic control by local police, if necessary, will be provided during the 3½ hour time period of Great Race vehicle arrival.
10. "RPI GREAT RACE" will make available to "COW" videotape and photographic material for use in promotional and marketing tools by "COW". "RPI GREAT RACE" retains the right of approval of any materials containing "RPI GREAT RACE" images. Said approval will not be withheld in an unreasonable or untimely manner. "COW" may use its own photographer for "TGR".
11. Provide contact names, addresses, phone and e-mail and arrange meetings for "RPI GREAT RACE" promotional solicitation of local media, which includes primary newspapers, local radio stations and television affiliates.
12. Distribute media releases to local media and provide assistance in developing media coverage using local interest angles. "COW" will perform this function at the direction of "RPI GREAT RACE".
13. Provide color separations for full-page 4-color ad in the 2006 edition of The Great Race Souvenir Program no later than April 1, 2006. If separations are not received by that date, "RPI GREAT RACE" will not guarantee publication of "COW's" ad.
14. Help secure a total of *25 - 19 at Four Points and 6 at Hilton Wichita Airport* ~~30~~ complementary hotel room-nights to be used by "RPI GREAT RACE" staff at the host hotels on June 30, 2006. If additional rooms are required, the negotiated staff room rate will not exceed \$89 per night. *gmt*

15. ~~Help secure a total of 15 complementary hotel room-nights to be used by "RPI GREAT RACE" staff at the host hotels during pre-race site inspections, logistical planning trips, and promotional meetings.~~ If additional pre-race rooms are required, the negotiated staff room rate will not exceed \$89 per night. *omit*
16. Help coordinate guest room block as follows: June 30: 280 rooms; 70% of room block to be double/doubles; best group rate available, 10% commissionable to "RPI GREAT RACE" travel agent.
17. Provide secured overnight parking at no cost to "RPI GREAT RACE" or its participants for the equivalent of 500 vehicles at the host hotels or a nearby location on June 30, 2006; 350 of the parking places must be in a surface lot(s) to allow for large tow vehicle/trailer combinations. This parking is for Race vehicles, support vehicles, staff vehicles, event logistics vehicles, headquarters, and merchandising trailers; all these vehicles will be identified with "TGR" signage.
18. Help secure scheduled shuttle service between host hotel(s), the event venue, and secured parking area(s) at no charge to "RPI GREAT RACE" or its participants if deemed necessary by "RPI GREAT RACE." *and "COW". omit*
19. Indemnify, hold harmless and defend "RPI GREAT RACE" and its or their directors, officers, employees, agents, affiliates, principals, partners, members, sponsors and shareholders from any and all losses, damages, claims, expenses, and liabilities of any kind arising out of or resulting from any act, omission or negligence of "COW", its agents and employees, relating an event conducted in whole or in part by "COW" and not caused by the act, omission or negligence of any person seeking indemnification from "COW" under the terms of this paragraph.

C. IN CONSIDERATION FOR THE ABOVE, "RPI GREAT RACE" WILL:

1. Organize and conduct The Great Race 2006 which will start in Philadelphia, Pennsylvania on Saturday, June 24, 2006 and finish in San Rafael, California on Saturday, July 8, 2006.
2. Conduct activities for the June 30, 2006 overnight Stop in Wichita, Kansas.
3. Identify Wichita, Kansas as an Overnight Stop in the "TGR" venue list and www.greatrace.com website.

4. Erect a secondary 2-sided hitchhiker banner measuring 30 inches x 17 feet attached below the main banner on the Arrival Gate. The hitchhiker banner must be supplied to the "RPI GREAT RACE" office by "COW" no later than March 25, 2006.
5. Provide a static display of event vehicles accessible to the public in the event venue on June 30, 2006.
6. Provide a choreographed show in the Arrival Gate immediately prior to the Overnight finish.
7. Provide VIP recognition and photo/speaking opportunities for local sponsors and officials during ceremonial medallion presentation in the Arrival Gate as part of choreographed show.
8. Identify Wichita, Kansas as an overnight location on 2006 Great Race printed materials including but not limited to: selected event merchandise, national press releases and media materials, the quarterly *Greatracer* newsletter, and mentions from Great Race radio promotion partners.
9. Name "COW" and its major sponsors as an "additional insured" on a \$5,000,000 event liability insurance policy carried by "RPI GREAT RACE". Additional insured wording to be furnished to "RPI GREAT RACE" by May 1, 2006.
10. Indemnify, hold harmless and defend "COW" and its or their directors, officers, employees, agents, affiliates, principals, partners, members, sponsors and shareholders from any and all losses, damages, claims, expenses, and liabilities of any kind arising out of or resulting from any act, omission or negligence of "RPI GREAT RACE", its agents and employees, relating an event conducted in whole or in part by "RPI GREAT RACE" and not caused by the act, omission or negligence of any person seeking indemnification from "RPI GREAT RACE" under the terms of this paragraph.
11. Cooperate fully with "COW" and use its best efforts in promoting and publicizing the Overnight Stop and related festivities of "TGR" in Wichita, Kansas.
12. Provide one full-page ad in the 2006 edition of The Great Race Souvenir Program. If color separations for the ad are not received by April 1, 2006, "RPI GREAT RACE" will not guarantee publication of "COW's" ad.
13. Wichita, Kansas will be eligible to compete for the Great American City Award, a \$10,000 monetary gift to the Wichita city library.

For CITY OF WICHITA, KANSAS:

Name

Date

Title

For RALLY PARTNERS, INC.:

Wayne Stanfield
Chief Operating Officer

Date